

Date \_\_\_\_\_

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-JS DBE  
Rev. 06/11/02

Page 3 of 3

Project Code Number (PCN): 030456 DBE Firm N. H. Stone, Inc.

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item is "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A031	47	Seeding & Protection	SY	1,223.80	\$ 2.50	\$3,059.50	1,223.80	\$ 2.38	\$2,912.64
A032	48	Sodding	SY	592.70	10.00	5,927.00	592.70	9.15	5,423.21
A037	53	Pence-6FT Chain Link	LF	234.50	22.00	5,159.00	234.50	21.15	4,959.68

Comments:

Page Total \$14,145.50

\$13,295.53

## SUBCONTRACT

This contract made and entered into this 30th day of June 2003 by and between

D. L. BRAUGHLER CO., Inc., 1018 West Main St., Morehead, KY 40351

hereinafter called Contractor and,

N.H. STONE, Inc., Sharpsburg, KY 40374

hereinafter called Subcontractor, whether one or more,

WITNESSETH: that whereas Contractor has heretofore submitted a bid to

The Kentucky Transportation Cabinet, Frankfort, KY

hereinafter called the Owner, by bid proposal submitted the 27th day of June 2003 for

Campbell Co. BRO 8179 (5)

and the parties hereto desire that Subcontractor shall perform certain work in connection therewith,

IT IS THEREFORE contracted and agreed that the Subcontractor shall perform the work enumerated in paragraph I and shall be paid therefore in accordance with paragraph II hereof.

### I.

Subcontractor shall furnish all materials, supplies, labor, supervision, tools, machinery, and equipment, or other items required therefore, and shall perform the following items of work, including all necessary or incidental thereto, namely:

DESCRIPTION OF ITEMS	ESTIMATED QUANTITIES	UNIT PRICES	EXTENSION OR LUMP SUM
47 Seeding and Protection	1,233.80 SY	2.38	2,912.64
48 Sodding	592.70 SY	9.15	5,423.21
53 Fence-6 FT Chain Link	234.50 LF	21.15	4,959.68

Total:

\$13,295.53

1223.80 sq yd in bid  
and on detailed plan

## II.

1. Subcontractor shall be paid at the rate of the unit prices listed in paragraph I for all work performed and materials and supplies furnished. The quantities of the items shown in paragraph I are only estimated and the earnings of Subcontractor under this contract shall be determined by the quantities that are actually allowed and paid to Contractor.
2. Upon receipt by Contractor of each estimate check, Subcontractor shall be paid for such quantities of the items in paragraph I as are included therein; provided, however, that Contractor may retain 0% of all monies earned under this contract by Subcontractor until job is completed and accepted and until all bills have been paid in full.
3. Should Contractor advance money to Subcontractor or pay on its behalf any bills, accounts, labor or other items, such advances and payments may be deducted from either the current estimate, the final estimate or the retained percentage, at the option of the Contractor. Should such advances and payments be in excess of total amount finally due Subcontractor, the he shall promptly repay such excess to Contractor on demand.

## III.

Time is of the essence of the prime contract and is hereby declared to be the essence of this contract. Subcontractor shall prosecute the work with all possible diligence and all possible speed in order to insure completion at the earliest possible date.

In the event that Subcontractor does not perform its work promptly and the completion of the prime contract is thereby delayed, then the Subcontractor shall assume and pay any liquidated damages that may be assessed under the terms of the prime contract.

Further, if Subcontractor fails, in the opinion of Contractor, to prosecute the work with sufficient force and speed, then Contractor may, at its option, elect to proceed in any one or more of the following methods:

1. Contractor may employ and use on said work or any portion thereof such number of workmen, laborers, supervisors, teams, tools, machinery and equipment as it deems necessary to insure the prompt completion of the work at such wages, prices and rentals as Contractor may deem necessary and expedient, and it shall charge all of same to Subcontractor, or
2. Contractor may relet the work, either in whole or in part, to such other persons as it may desire at such prices as it may deem proper and shall charge the costs therefore to Subcontractor, or
3. Contractor may declare the rights of Subcontractor under this contract to be terminated and, in such event, Subcontractor shall be paid for the actual work done by it to the date of termination except that the monies retained in accordance with Section 2 of paragraph II shall pass to and be retained by Contractor as liquidated damages, or
4. Contractor may terminate the contract as to any items of work or areas of the project which have not been completed, as it may elect, and Contractor may then proceed to treat such terminated items or areas as though same had never been included in this contract but had been omitted, eliminated, or excepted therefrom. In such event, Subcontractor shall remain bound, and all other terms of the contract shall remain in force, to so much of the work or areas which have not been so terminated.

Any delay in exercising these options shall not constitute a waiver of the rights herein provided and it is specifically agreed that the exercise of option 1 or 2 shall not preclude the later exercise of option 3 or 4.

## IV.

1. Subcontractor shall perform all work in a manner satisfactory to both Contractor and the Owner and, upon failure to do so, Contractor may proceed in the same manner as provided in paragraph III, above, and exercise any or more of the rights therein granted.
2. SUBCONTRACTORS INSURANCE: Prior to start of the Subcontract Work, the Subcontractor shall procure for the Subcontract Work and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, and Comprehensive Automobile Liability Insurance on an occurrence basis, and any other insurance required of Subcontractor under the Subcontract. The Contractor, Owner and any other parties as

required by the Subcontract Documents shall be named as additional insureds by endorsement. The Subcontractor's insurance shall be primary and non-contributory with any other available insurance and shall also include contractual liability insurance covering the Subcontractor's obligations under this Subcontract.

**MINIMUM LIMITS OF LIABILITY:** The Subcontractor's Comprehensive or Commercial General Liability Insurance shall be written with limits of liability not less than the minimum limits of liability set forth in the Owner/Contractor Contract documents or the following, whichever is higher:

**A: Comprehensive General Liability Insurance including completed operations**

- |  |                 |
|--|-----------------|
| 1. Combined Single Limit bodily Injury and Property Damage |                 |
| \$500,000.00   | Each Occurrence |
| \$500,000.00   | Aggregate       |

or

- |                    |                 |
|--------------------|-----------------|
| 2. Bodily injury   |                 |
| \$500,000.00       | Each Occurrence |
| \$500,000.00       | Aggregate       |
| 3. Property Damage |                 |
| \$500,000.00       | Each Occurrence |
| \$500,000.00       | Aggregate       |

**B: Commercial General Liability Insurance**

- |                             |              |
|-----------------------------|--------------|
| 1. Each Occurrence          |              |
| Limit                       | \$500,000.00 |
| 2. General Aggregate        | \$500,000.00 |
| 3. Products/Completed       |              |
| Operations Aggregate        | \$500,000.00 |
| 4. Personal and Advertising |              |
| Injury Limit                | \$500,000.00 |

**C: Comprehensive Automobile Liability Insurance**

- |  |                 |
|--|-----------------|
| 1. Combined Single Limit Bodily Injury and Property Damage |                 |
| \$500,000.00   | Each Occurrence |
| 2. Bodily Damage   |                 |
| \$500,000.00   | Each Person     |
| \$500,000.00   | Each Occurrence |
| 3. Property Damage   |                 |
| \$500,000.00   | Aggregate       |

**ENDORSEMENT:** If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

3. This contract shall be performed in strict accordance with the prime contract and the plans, specifications, special provisions and instructions issued in connection therewith, including any changes or amendments thereto, and the right to change or amend is retained by the Owner and the Contractor, without any ratification or approval on the part of the Subcontractor being required. All of the terms and conditions thereof applying to work listed herein, except for those relating to prices and payment, are hereby referred to and made part of this contract as though copied at length herein.

4. Subcontractor shall promptly pay any and all costs, changes or damages assessed under any portion of this contract and same shall bear interest for the date incurred until paid at the rate of six per cent annum.

5. Subcontractor will not remove or permit to be removed from the work any equipment, machinery, tools, materials, supplies or other items that have been purchased for or placed on the work for use in connection therewith until the contract has been completed, without the written consent of the Contractor.

6. Any notice or demand may be given by mailing a letter addressed to Subcontractor at the address shown above in this contract and Contractor may exercise any right given to it immediately after mailing the letter containing such notice. However, this does not preclude Contractor from giving notice in any other legal manner.

Subcontractor shall hold Contractor free and harmless from any and all claims, debts or demands, of whatever nature, that might arise from the operation of this contract, including, but not to the exclusion of any other claims arising through acts or omissions of Subcontractor, his agents, servants, employees, assigns, and subcontractors.

VI.

1. Subcontractor shall not employ men or means which cause strikes or other disturbances or work interruption, of any nature, by Contractor's employees on any work related hereto.
2. Subcontractor shall promptly satisfy any lien or encumbrance filed against the project by reason aof any act or default on his part.
3. Subcontractor shall not sublet or assign any portion of this contract, or his earnings and compensation hereunder, except with the consent in writing of Contractor.
4. If the Subcontractor shall fail to fully perform any obligation imposed on him by this paragraph VI, then Contractor may exercise one or more of the options provided him in paragraph III.

VII.

Subcontractor agrees to pay his proportionate part of the Performance Bond.

VIII.

The Contractor has insured that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, or natural origin cannot result. By accepting this Subcontract, the Subcontractor agrees to maintain a non-segregated environment. The Subcontractor shall file annually, on or before the 31<sup>st</sup> day of March, complete and accurate reports on Standard Form (EEO-1) promulgated jointly by the DFCCP, EEOC, and Plans for Progress or Such Form as may hereafter be promulgated in its place if your company (1) is not exempt from provisions of these regulations in accordance with 60-1.5; (2) have 50 or more employees; (3) is a first tier contractor; and (4) if this Subcontract amounts to \$50,000.00 or more.

IX.

In witness hereof, the said parties hereto by their properly authorized officers have hereunto set their hands and seals this the 30th day of June 2003.

CONTRACTOR:

D.L. BRAUGHLER CO, INC

By: David L. Braughler  
David L. Braughler, Pres.  
Print Name and Title

State of Kentucky County of Rowan

Subscribed and sworn to before me by

David L. Braughler

this 30th day of June 2003

Julia McClurg  
Notary Public

My Commission Expires: 9th September 2005

SUBCONTRACTOR:

N.H. STONE, INC

BY: Olivia Stone  
OLIVIA K. STONE, PRESIDENT  
Print Name and Title

State of KENTUCKY County of BATH

Subscribed and sworn to before me by

OLIVIA K. STONE, PRESIDENT

this 30TH day of JUNE, 2003

Joseph F. Clark  
Notary Public

My Commission Expires: 02-05-04

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
7/02/03

PRODUCER

859-254-8023

Powell Walton Milward

360 East Vine Street  
Lexington, KY 40507

INSURED

N. H. Stone, Inc.  
P. O. Box 239  
Attention: Fred Clark  
Sharpsburg KY 40374

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
**A** Travelers Prop Cas Ins Co

COMPANY  
**B** AIK Comp

COMPANY  
**C** Chubb Indemnity Insurance Co

COMPANY  
**D**

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	CO979X7846	1/01/03	1/01/04	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 200000 PERSONAL & ADV INJURY \$ 100000 EACH OCCURRENCE \$ 100000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 5000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	810979X7846	1/01/03	1/01/04	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	CUP979X7846	1/01/03	1/01/04	EACH OCCURRENCE \$ 500000 AGGREGATE \$ 5000000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL EXCL	1041	1/01/03	1/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 200000 EL DISEASE - POLICY LIMIT \$ 200000 EL DISEASE - EA EMPLOYEE \$ 200000
C	OTHER EXCESS LIABILITY	79815122	1/01/03	1/01/04	\$5,000,000 EACH OCCURRENCE \$5,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
PROJECT: CAMPBELL COUNTY BRO 8179(5)

## CERTIFICATE HOLDER

D.L. BRAUGHLER CO., INC.  
ATTN: DAVE BRAUGHLER  
1018 WEST MAIN STREET  
MOREHEAD, KY 40351

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Ch. P. B. H.*

**Kentucky Transportation Cabinet  
Department of Highways  
Division of Construction**

**SUBCONTRACTOR'S CERTIFICATION RECEIPT OF CONTRACT PROPOSAL**

I hereby certify that N. H. Stone, Inc. of Sharpsburg, Kentucky, have  
Subcontracting Company City, State  
a copy of the contract proposal in the Bid Letting 27 June 2003, for UPN  
\_\_\_\_\_  
BRO 8179 (5) \_\_\_\_\_, in \_\_\_\_\_ Letting Date  
Campbell County, and will abide by the  
conditions set forth and therein said contract proposal.

Oliver Stone 06-30-03 N. H. Stone, Inc.  
Representative Date Subcontracting Company

Hereby recognized as an official representative of this Company, with full authority to sign, I understand and am fully aware of the conditions set forth and herein by this statement.

Sworn to me this 30th day of June, 2003

Joseph F. Clark NOTARY PUBLIC  
My Commission Expires 02-05-04





Commonwealth of Kentucky  
**Transportation Cabinet**  
Frankfort, Kentucky 40622

**James C. Codell, III**  
Secretary of Transportation


**Paul E. Patton**  
Governor

**Clifford C. Linkes, P.E.**  
Deputy Secretary

**MEMO**

Date: August 6, 2003

To: Bob Lewis  
Division of Construction

From: Rick Stansel   
Division of Contract Procurement

Re: Campbell County - PCN 030456  
BRO 8179 (5)  
D.L. Braugher Company, Inc.

Accompanying this memo is your copy of the Detailed Plan/Subcontract Requests, Sub-Contract Agreements and Certificates of Insurance for this project. The established goal for this project was 7%. Contract Procurement has reviewed and approved 7.20%. A work order was issued for this project on August 5, 2003.

CC: Dexter Newman  
Arthur McKee

